

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Karachi, this ____day of _____2010.

B E T W E E N

_____ /o. _____

R/o. _____

holding CNIC No. _____, hereinafter referred to as the “**VENDOR**” (which expression shall wherever the context so permits mean and include his/her heirs, executors, successors, attorney, administrators and assigns) of the **ONE PART**.

A N D

_____ /o. _____

R/o. _____

holding CNIC No. _____, hereinafter referred to as the “**VENDEE**” (which term shall mean and include his/her executors, administrators, legal representatives and/or assigns) of the **OTHER PART**:

WHEREAS the Vendor above named at the time of these presents seized, possessed of and well and sufficiently entitled to all that **Apartment No. _____, Floor No. _____, Block No. _____, measuring _____ square feet or thereabout**, situated in **CREEK VISTAS, Phase-VIII**, Pakistan Defence Officers Housing Authority, Karachi, hereinafter referred to as the “**SAID PROPERTY**”.

Vendor’s signature

Vendee’s signature

AND WHEREAS the Vendor has agreed to sell and the Vendee has agreed to purchase the said property for a lump sum price of Rs. _____/- (Rupees _____ only) free from all claims, objection, litigation, liens, bills, suits, disputes, charges, fees, encumbrances of whatsoever.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the Vendor has received from the Vendee a sum of Rs. _____

_____ being the advance part-payment towards sale consideration of the said property, receipt of which the Vendor doth hereby fully admit and acknowledge separately.
2. That balance and remaining payment of Rs. _____/- (Rupees _____ only) shall be paid by the Vendee to the Vendor at the time of handing over the vacant and peaceful physical possession of the said property and signing/verification of transfer documents in favour of the Vendee or his nominee(s) in the office of DHA on or before _____.
3. That the Vendor shall be liable to pay all dues, debts, claims, litigations, loan, mortgage, taxes, bills of KESC, SSGC, PTCL, DHA, CBC, Residents Committee of Creek Vista, against the said property upto the date of handing over the said property to the Vendee and from the date thereof the same shall be borne by the Vendee.
4. That the Vendor covenants with the Vendee that the said property is his/her separate, exclusive, individual and absolute property & that he/she has legal rights, full power and lawful authority to transfer/sell the same to the Vendee.
5. That the Vendor hereby confirms that she/he has not entered into any agreement or negotiation with any other person(s) regarding sale of above said property.

Vendor's signature

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Vendee's signature

6. That the Vendee shall have the right to get the said property transferred in his/her own name (s) or in the name of his/her nominee(s) and the Vendor hereby agrees and undertakes to sign the relevant transfer documents accordingly without any claim, demand, whatsoever.
7. That the Vendee shall have the right to make publication in any news paper for the information of general public regarding sale/transaction of the said property at the cost and expenses of Vendee. All objections, disputes, litigations, if arises against said publication, shall be cleared, suffered and removed by the Vendor at his/her own cost, risk & expenses prior to the date of final payment.
8. That the Vendor hereby agrees and undertakes to extend full-cooperation to be required in future by him/her for proper transfer of title of the said property in favour of the Vendee or his/her nominees(s) and for transfer/mutation purposes etc., without hesitation, dillydally, demand, claim whatsoever and to present himself/herself before the relevant authorities, offices, departments.
9. That in case at any later stage it is found that the title and rights of the Vendor were legally defective and there were found any impediments in the transfer in favour of the Vendee, the Vendor hereby undertakes and agrees to fully indemnify the Vendee against all losses, litigations, suits, claims, objection, disputes whatsoever.
10. That transfer fees, cost of stamp duty, registration charges, in respect of the said property shall be borne by the Vendee alone.

IN WITNESS WHEREOF the parties above named have set and subscribed their respective hands, the day, month and the year first above written.

WITNESSES:

1. _____

VENDOR: _____
Name:
NIC No.

2. _____

VENDEE: _____
Name:
NIC No.

RECEIPT

Received with thanks from _____

_____ a sum of Rs. _____

_____ b

ing the advance part-payment towards the total sale consideration of
Rs. _____/-

(Rupees _____ only) in respect of sale of

Apartment No. _____, Floor No. _____, Block No. _____, measuring _____ square

feet or thereabout, situated in **CREEK VISTAS, Phase-VIII**, Pakistan Defence

Officers Housing Authority, Karachi. Schedule of balance payment and other terms and

conditions as per Agreement to Sell herewith.

Karachi.

Dated: _____

SELLER: _____

Name:

/o.

NIC No. _____

R/o.